

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Assignment and Amendment of Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Services for the project known as Terracina at Lake Forest

**DEPARTMENT:** Environmental Services

**DIVISION:** Business Office

**AUTHORIZED BY:** John Cirello

**CONTACT:** Becky Noggle

**EXT:** 2143

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Assignment and Amendment of Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Services for the project known as Terracina at Lake Forest.

District 5 Brenda Carey

Bob Briggs

**BACKGROUND:**

On April 6, 2007, Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Service were entered into between Seminole County and Morrison Homes, Inc. reserving 95,490 gpd of potable water capacity, 34,110 reclaim water capacity and 85,500 gpd of sewer capacity. On December 31, 2007, Morrison Homes, Inc. sold the property to Taylor Morrison Services and Taylor Morrison of Florida, Inc. Taylor Morrison Services have requested a change in Engineering Plans to Phase the project reducing the number of Townhomes being built in each phase, therefore, reducing the gpd for both water and sewer.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the "Assignment and Amendment of Conditional Utility Agreements for Potable and Reclaimed Water & Sewer Services" for the project known as Terracina at Lake Forest.

**ATTACHMENTS:**

1. Attny Apprl ltr
2. Assignment and Amendment Terracina

**Additionally Reviewed By:**

☐ County Attorney Review ( Susan Dietrich )



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Becky Noggle, OSP Coordinator  
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney  
Ext. 5736

Date: June 20, 2008

Subject: Assignment and Amendment to Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Services for – Taylor Morrison Services, Inc. – Terracina at Lake Forest

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In response to your recent request, I reviewed the Assignment and Amendment of Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Services you transmitted for the above referenced developer's project. The documents are acceptable as submitted; however, I did not review the Assignments for accuracy of capacity allocation or other technical matters.

I am returning the signed original documents for placement on the next available Board of County Commissioners' agenda for consideration and further processing, as appropriate, by authorized County personnel.

Please call if you have any questions.

SED/sb

**Attachments:**

Assignment and Amendment for Conditional Utility Agreement for Potable and Reclaimed Water Service  
Assignment and Amendment of Conditional Utility Agreement for Sewer Service

**ASSIGNMENT AND AMENDMENT OF  
CONDITIONAL UTILITY AGREEMENT FOR  
POTABLE AND RECLAIMED WATER SERVICES**

THIS ASSIGNMENT AND AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TAYLOR MORRISON SERVICES, INC.**, a Delaware corporation (formerly known as Morrison Homes, Inc., a Delaware corporation), whose mailing address is 8430 Enterprise Circle, Suite 100, Bradenton, Florida 34202, hereinafter referred to as "DEVELOPER," and **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation (formerly known as Taylor Woodrow Homes Florida, Inc., a Florida corporation), whose mailing address is 8430 Enterprise Circle, Suite 100, Bradenton, Florida 34202, hereinafter referred to as "PURCHASER".

**W I T N E S S E T H:**

WHEREAS, DEVELOPER and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" entered into a Conditional Utility Agreement For Potable and Reclaimed Water Service dated April 6, 2007, hereinafter referred to as the "Agreement," for provision of said service by the COUNTY to the property of DEVELOPER as depicted in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Property"; and

WHEREAS, pursuant to the Agreement, COUNTY allocated certain potable and reclaimed water services for the use of the Property; and

WHEREAS, on 12/31/07, DEVELOPER sold and conveyed the property to PURCHASER; and

**WHEREAS,** DEVELOPER desires to assign all rights and obligations in the Agreement to PURCHASER and PURCHASER desires to obtain and assume all rights and obligations of the DEVELOPER thereunder; and

**WHEREAS,** DEVELOPER has the right to assign and COUNTY has the right, in accordance with Paragraph 24 of the Agreement, to consent to said assignment, which consent shall not be unreasonably withheld; and

**WHEREAS,** the parties desire to amend the Agreement so as to enable the parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS,** Section 27 of the Agreement provides that any amendments shall be valid only when expressed by a writing executed by the parties in a manner equal in dignity to the execution of the Agreement,

**NOW, THEREFORE,** in consideration of the promises and mutual covenants stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEVELOPER and PURCHASER agree as follows:

**Section 1. Recitals.** The foregoing recitals are incorporated herein as covenants and agreements and are made a part hereof.

**Section 2. Assignment.** DEVELOPER hereby assigns and transfers to PURCHASER all rights and obligations of DEVELOPER as set forth in the Agreement including the gallons reserved per day for potable and reclaimed water services and potable and reclaimed water connection fees according to the schedule in effect at the time of payment.

**Section 3. Assumption.** PURCHASER hereby assumes all rights and obligations of DEVELOPER as set forth in the Agreement and agrees to

perform such obligations as described in the Agreement.

**Section 4. Monthly Service Charge.** DEVELOPER represents and warrants that it has paid all monthly service charges due to COUNTY in accordance with the Agreement through the date hereof. PURCHASER hereby agrees to pay the monthly service charges due to COUNTY pursuant to the Agreement subsequent to the date hereof.

**Section 5. Capacity Not Required.** In the event the entire reservation of gallons per day provided in the Agreement is not needed for development of the Property by PURCHASER, the excess reservation shall revert to COUNTY for reallocation in accordance with COUNTY procedures.

**Section 6. Notice.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For DEVELOPER:**

Taylor Morrison Services, Inc.  
8430 Enterprise Circle, Suite 100  
Bradenton, Florida 34202

**For PURCHASER:**

Taylor Morrison of Florida, Inc.  
8430 Enterprise Circle, Suite 100  
Bradenton, Florida 34202

**For COUNTY:**

Seminole County  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32773-7499

**Section 7. Successors and Assigns.** The provisions of this Assignment and Amendment shall inure to the benefit of and be binding upon PURCHASER and its successors and upon DEVELOPER and its successors.

**Section 8. Entire Agreement.**

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Assignment and Amendment that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**Section 9. Headings.** All sections and descriptive headings in this Assignment and Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.

**Section 10.** Section 3 of the Agreement is amended to read:

**SECTION 3. CAPACITY ALLOCATION.** The parties agree that the capacity needed to provide service to the Property is 22,780 gallons per

day for potable water supply, which is estimated to be 68 ERC and 9,467 gallons per day for reclaimed water supply, which is estimated to be 23 Billing Units, supplying approximately 6.11 acres of the Property.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.061(14), Florida Statutes (2007), and Florida Administrative Code Rules 62-4.070 and 62-4.150) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERC's is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

Section 11. Exhibit "C" of the Agreement is deleted and Exhibit "H" attached hereto is substituted therefor.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

TAYLOR MORRISON SERVICES, INC.,  
a Delaware corporation  
(formerly known as MORRISON  
HOMES, INC., a Delaware  
corporation)

not used  
\_\_\_\_\_, Secretary  
(CORPORATE SEAL)

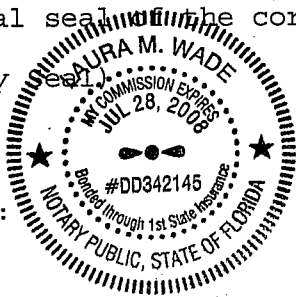
By: [Signature]  
Date: 6/9/08 Vice, President

STATE OF FLORIDA )  
COUNTY OF Orange )

I HEREBY CERTIFY that, on this 9th day of June, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jonathan White and                     , as ~~President~~ vice President and ~~Secretary~~, respectively, of Taylor Morrison Services, Inc., a Delaware corporation, who ~~are~~ is personally known to me or who have produced                      as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

ATTEST:



not used

, Secretary

(CORPORATE SEAL)

[Signature]  
Notary Public in and for the County  
and State Aforementioned

TAYLOR MORRISON OF FLORIDA, INC.  
a Florida Corporation  
(formerly known as Taylor Woodrow  
Homes Florida Inc., a Florida  
corporation)

By: [Signature]

VICE, President



Date: 6/9/08

STATE OF FLORIDA )  
COUNTY OF Orange )

I HEREBY CERTIFY that, on this 9th day of June, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jonathan White and                     , as ~~President~~ vice President and ~~Secretary~~, respectively, of Taylor Morrison of Florida, Inc., a Florida corporation, who ~~are~~ is personally known to me or who have produced                      as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)



[Signature]  
Notary Public in and for the County  
and State Aforementioned



CONSENT OF COUNTY

COUNTY hereby consents to the above Assignment and Amendment pursuant to Paragraph 24 of the Conditional Utility Agreement For Water Services dated June 23, 2006.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
200\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

SED/sb  
6/3/08



P:\Users\lkennedy\My Documents\Environmental Services\Taylor Morrison Serices Inc.  
assign & amend water.doc

Attachments:

- Exhibit "A" - Legal Description for Property
- Exhibit "H" - Water Connection Fees

EXHIBIT  
'A'

# SKETCH & DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

## DESCRIPTION:

A PORTION OF TERRACINA AT LAKE FOREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 8-15, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT H, SAID TERRACINA AT LAKE FOREST; THENCE RUN N00°08'13"E, 200.00 FEET; THENCE RUN S89°50'15"E, 100.83 FEET; THENCE RUN N00°09'45"E, 30.00 FEET; THENCE RUN S89°50'15"E, 820.00 FEET; THENCE RUN S00°09'45"W, 79.00 FEET TO A POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 32.99 FEET TO A POINT OF TANGENCY; THENCE RUN S89°50'15"E, 158.00 FEET TO A POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 32.99 FEET TO A POINT OF TANGENCY; THENCE RUN N00°09'45"E, 88.15 FEET; THENCE RUN S89°50'15"E, 130.56 FEET; THENCE RUN S00°04'08"W, 239.15 FEET; THENCE RUN N89°50'15"W, 1251.69 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING LOTS 1-68 (INCLUSIVE) AND TRACTS D, F, AND G OF THE PROPOSED TERRACINA AT LAKE FOREST FIRST AMENDMENT AND CONTAINING 266,216 SQUARE FEET (6.111 ACRES) MORE OR LESS.

SEE SHEET 2 OF 2 FOR SKETCH -  
NOT VALID WITHOUT SHEET 2

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.  
DATED THIS 7TH DAY OF MAY, 2008 A.D.

*R. Thomas Snow*  
**RALPH THOMAS SNOW**

PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION No. 5561  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
CERTIFICATE OF AUTHORIZATION: LB6680  
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

**MILLER LEGG**

Central Florida Office: 631 S. Orlando Avenue • Suite 200  
Winter Park, Florida • 32789-7122  
407-629-8880 • Fax 407-629-7883  
www.millerlegg.com

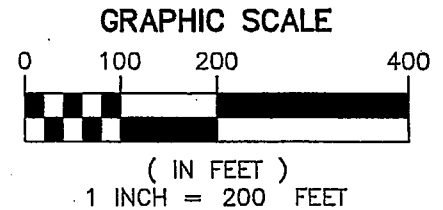
**PHASE I - NEW LOT LAYOUT**

PROJECT NO.  
07-00222

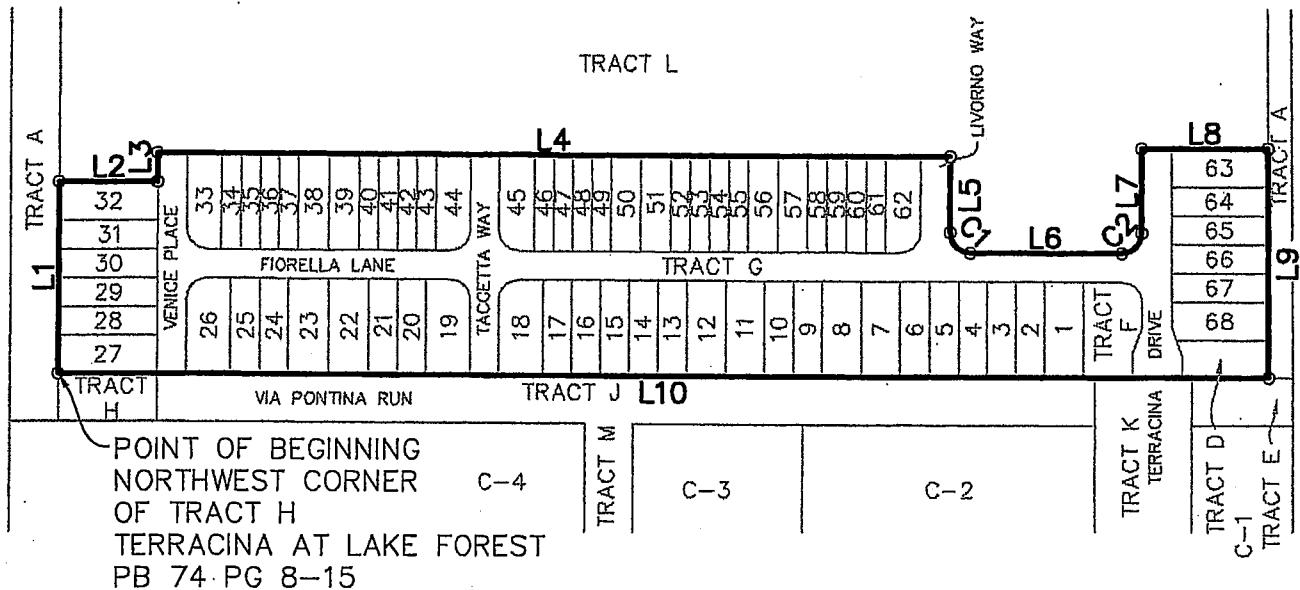
FILE NO.  
PHI-001

# SKETCH & DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°08'13"E	200.00'
L2	S89°50'15"E	100.83'
L3	N00°09'45"E	30.00'
L4	S89°50'15"E	820.00'
L5	S00°09'45"W	79.00'
L6	S89°50'15"E	158.00'
L7	N00°09'45"E	88.15'
L8	S89°50'15"E	130.56'
L9	S00°04'08"W	239.15'
L10	N89°50'15"W	1251.69'



○ = CHANGE OF DIRECTION  
NO MONUMENT SET  
PB = PLAT BOOK  
PG = PAGE



## CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	32.99'	21.00'	90°00'00"	29.70'	S44°50'15"E
C2	32.99'	21.00'	90°00'00"	29.70'	N45°09'45"E

THIS SKETCH DOES NOT REPRESENT  
A BOUNDARY SURVEY

**MILLER LEGG**

Central Florida Office: 631 S. Orlando Avenue • Suite 200  
Winter Park, Florida • 32789-7122  
407-629-8880 • Fax: 407-629-7883  
www.millerlegg.com

Certificate of Authorization L.B. 6680

**PHASE I - NEW LOT LAYOUT**

PROJECT NO.  
07-00222

FILE NO.  
PHI-002

## EXHIBIT "H"

### Water Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

#### Payment Schedule

<u>Customer Category</u>	<u>Number of Units</u>	<u>ERC Factor</u>	<u>Total ERCs</u>	<u>Total Gallons</u>	<u>Charge Per Gallon</u>	<u>Total Charges</u>
Multi Family	68	335	68	22,780	\$2.92	\$ 66,517.60

FEES HAVE NOT BEEN SATISFIED

**ASSIGNMENT AND AMENDMENT OF  
CONDITIONAL UTILITY AGREEMENT FOR SEWER SERVICES**

THIS ASSIGNMENT AND AMENDMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TAYLOR MORRISON SERVICES, INC.**, a Delaware corporation (formerly known as Morrison Homes, Inc., a Delaware corporation), whose mailing address is 8430 Enterprise Circle, Suite 100, Bradenton, Florida 34202, hereinafter referred to as "DEVELOPER," and **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation (formerly known as Taylor Woodrow Homes Florida, Inc., a Florida corporation), whose mailing address 8430 Enterprise Circle, Suite 100, Bradenton, Florida 34202, hereinafter referred to as "PURCHASER".

**W I T N E S S E T H:**

**WHEREAS**, DEVELOPER and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," entered into a Conditional Utility Agreement For Sewer Service dated April 6, 2007, hereinafter referred to as the "Agreement," for provision of said service by the COUNTY to the property of DEVELOPER as depicted in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Property"; and

**WHEREAS**, pursuant to the Agreement, COUNTY allocated certain sewer services for the use of the Property; and

**WHEREAS**, on 12/31/07, DEVELOPER sold and conveyed the property to PURCHASER; and

WHEREAS, DEVELOPER desires to assign all rights and obligations in the Agreement to PURCHASER and PURCHASER desires to obtain and assume all rights and obligations of the DEVELOPER thereunder; and

WHEREAS, DEVELOPER has the right to assign and COUNTY has the right, in accordance with Paragraph 27 of the Agreement, to consent to said assignment, which consent shall not be unreasonably withheld; and

WHEREAS, the parties desire to amend the Agreement so as to enable the parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed by a writing executed by the parties in a manner equal in dignity to the execution of the Agreement,

NOW, THEREFORE, in consideration of the promises and mutual covenants stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEVELOPER and PURCHASER agree as follows:


**Section 1. Recitals.** The foregoing recitals are incorporated herein as covenants and agreements and are made a part hereof.

**Section 2. Assignment.** DEVELOPER hereby assigns and transfers to PURCHASER all rights and obligations of DEVELOPER as set forth in the Agreement including the gallons reserved per day for sewer services and sewer connection fees according to the schedule in effect at the time of payment.

**Section 3. Assumption.** PURCHASER hereby assumes all rights and obligations of DEVELOPER as set forth in the Agreement and agrees to perform such obligations as described in the Agreement.

**Section 4. Monthly Service Charge.** DEVELOPER represents and warrants that it has paid all monthly service charges due to COUNTY in accordance with the Agreement through the date hereof. PURCHASER hereby agrees to pay the monthly service charges due to COUNTY pursuant to the Agreement subsequent to the date hereof.

**Section 5. Capacity Not Required.** In the event the entire reservation of gallons per day provided in the Agreement is not needed for development of the Property by PURCHASER, the excess reservation shall revert to COUNTY for reallocation in accordance with COUNTY procedures.

**Section 6. Notice.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For DEVELOPER:**

Taylor Morrison Services, Inc.  
8430 Enterprise Circle, Suite 100  
Bradenton, Florida 34202

**For PURCHASER:**


Taylor Morrison of Florida, Inc.  
8430 Enterprise Circle, Suite 100  
Bradenton, Florida 34202

**For COUNTY:**

Seminole County  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32773-7499

**Section 7. Successors and Assigns.** The provisions of this Assignment and Amendment shall inure to the benefit of and be binding upon PURCHASER and its successors and upon DEVELOPER and its successors.

**Section 8. Entire Agreement.**

(a) This document incorporates and includes all prior negotiations, correspondence,  conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Assignment and Amendment that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.


**Section 9. Headings.** All sections and descriptive headings in this Assignment and Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.



Section 10. Section 3 of the Agreement is amended to read:

**SECTION 3. CAPACITY ALLOCATION.** The parties agree that the capacity needed to provide service to the Property is 20,400 gallons per day for sewage collection, which is estimated to be 68 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.061(14), Florida Statutes (2007), and Florida Administrative Code Chapter 62-600) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B",  and that the gallonage calculation to determine number of ERCs is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

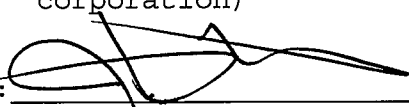
**Section 11.** Exhibit "C" of the Agreement is deleted and Exhibit "H" attached hereto is substituted therefor.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

TAYLOR MORRISON SERVICES, INC.  
a Delaware corporation  
(formerly known as MORRISON  
HOMES, INC., a Delaware  
corporation)

not used  
\_\_\_\_\_, Secretary  
(CORPORATE SEAL)

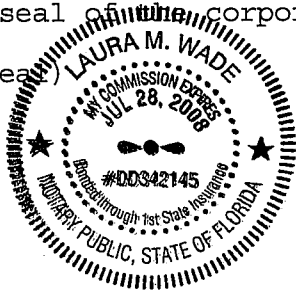
By:   
\_\_\_\_\_, President

Date: 6/2/03

STATE OF FLORIDA )  
COUNTY OF Orange )

I HEREBY CERTIFY that, on this 9<sup>th</sup> day of June, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jonathan White and \_\_\_\_\_, as ~~President~~ <sup>vice</sup> President and ~~Secretary~~, respectively, of Taylor Morrison Services, Inc., a Delaware corporation, who ~~are~~ <sup>is</sup> personally known to me or who have produced \_\_\_\_\_ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)



ATTEST:

Laura M. Wade  
Notary Public in and for the County  
and State Aforementioned

TAYLOR MORRISON OF FLORIDA, INC.  
a Florida corporation  
(formerly known as Taylor Woodrow  
Homes Florida Inc., a Florida  
corporation)

not used

\_\_\_\_\_, Secretary

(CORPORATE SEAL)

By: \_\_\_\_\_



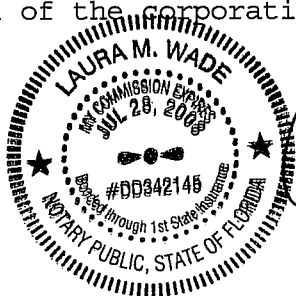
VP, President

Date: 6/7/08

STATE OF FLORIDA )  
COUNTY OF Orange )

I HEREBY CERTIFY that, on this 9<sup>th</sup> day of June, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jonathan White and \_\_\_\_\_, as ~~President~~ <sup>vice</sup> President and ~~Secretary~~, respectively, of Taylor Morrison of Florida, Inc., a Florida corporation, who ~~are~~ <sup>is</sup> personally known to me or who have produced \_\_\_\_\_ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)



Laura M. Wade  
Notary Public in and for the County  
and State Aforementioned

CONSENT OF COUNTY

COUNTY hereby consents to the above Assignment and Amendment pursuant to Paragraph 27 of the Conditional Utility Agreement For Sewer Services dated April 6, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
200\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney



SED/SB  
6/3/08

P:\Users\lkennedy\My Documents\Environmental Services\Taylor Morrison Services, Inc.  
assign & amend.doc

Attachments:

- Exhibit "A" - Legal Description of Property
- Exhibit "H" - Sewer Connection Fees

EXHIBIT  
'A'

## SKETCH &amp; DESCRIPTION

THIS IS NOT A BOUNDARY SURVEY

## DESCRIPTION:

A PORTION OF TERRACINA AT LAKE FOREST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 8-15, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT H, SAID TERRACINA AT LAKE FOREST; THENCE RUN N00°08'13"E, 200.00 FEET; THENCE RUN S89°50'15"E, 100.83 FEET; THENCE RUN N00°09'45"E, 30.00 FEET; THENCE RUN S89°50'15"E, 820.00 FEET; THENCE RUN S00°09'45"W, 79.00 FEET TO A POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 32.99 FEET TO A POINT OF TANGENCY; THENCE RUN S89°50'15"E, 158.00 FEET TO A POINT OF CURVATURE OF A 21.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" AN ARC DISTANCE OF 32.99 FEET TO A POINT OF TANGENCY; THENCE RUN N00°09'45"E, 88.15 FEET; THENCE RUN S89°50'15"E, 130.56 FEET; THENCE RUN S00°04'08"W, 239.15 FEET; THENCE RUN N89°50'15"W, 1251.69 FEET TO THE POINT OF BEGINNING.

SAID LANDS BEING LOTS 1-68 (INCLUSIVE) AND TRACTS D, F, AND G OF THE PROPOSED TERRACINA AT LAKE FOREST FIRST AMENDMENT AND CONTAINING 266,216 SQUARE FEET (6.111 ACRES) MORE OR LESS.

SEE SHEET 2 OF 2 FOR SKETCH -  
NOT VALID WITHOUT SHEET 2

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATED THIS 7TH DAY OF MAY, 2008 A.D.

*R. Thomas Snow*  
RALPH THOMAS SNOW

PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA REGISTRATION No. 5561  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
CERTIFICATE OF AUTHORIZATION: LB6680  
THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

**MILLER LEGG**

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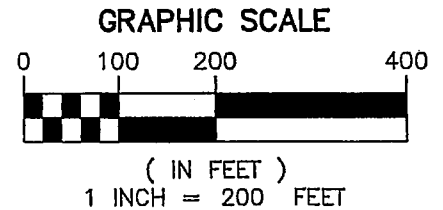
**PHASE I - NEW LOT LAYOUT**

PROJECT NO.  
07-00222

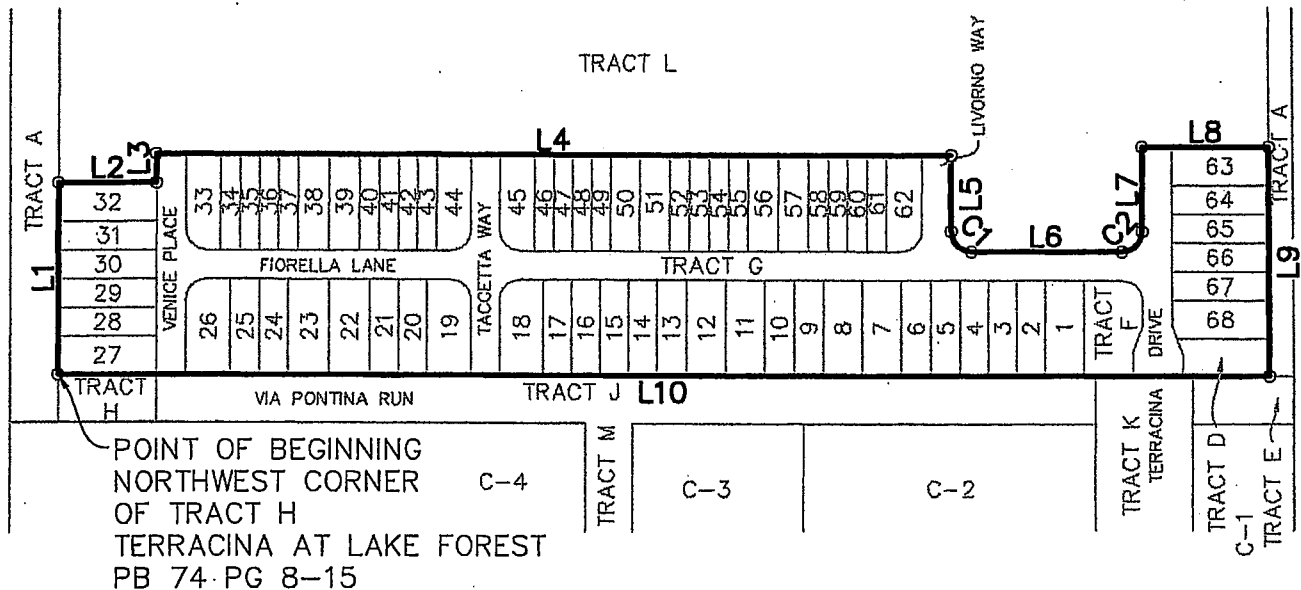
FILE NO.  
PHI-001

# SKETCH & DESCRIPTION

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°08'13"E	200.00'
L2	S89°50'15"E	100.83'
L3	N00°09'45"E	30.00'
L4	S89°50'15"E	820.00'
L5	S00°09'45"W	79.00'
L6	S89°50'15"E	158.00'
L7	N00°09'45"E	88.15'
L8	S89°50'15"E	130.56'
L9	S00°04'08"W	239.15'
L10	N89°50'15"W	1251.69'



o = CHANGE OF DIRECTION  
NO MONUMENT SET  
PB = PLAT BOOK  
PG = PAGE



THIS SKETCH DOES NOT REPRESENT  
A BOUNDARY SURVEY

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	32.99'	21.00'	90°00'00"	29.70'	S44°50'15"E
C2	32.99'	21.00'	90°00'00"	29.70'	N45°09'45"E

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Certificate of Authorization L.B. 6680

**PHASE I - NEW LOT LAYOUT**

PROJECT NO.  
07-00222

FILE NO.  
PHI-002

## EXHIBIT "H"

### Sewer Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

#### Payment Schedule

<u>Customer Category</u>	<u>Number of Units</u>	<u>ERC Factor</u>	<u>Total ERCs</u>	<u>Total Gallons</u>	<u>Charge Per Gallon</u>	<u>Total Charges</u>
Multi Family	68	300	68	20,400	\$7.21	\$ 147,084.00

FEES HAVE NOT BEEN SATISFIED